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11 THOMAS and AT EMERALD, LLC

ELECTRONICALLY FILED
August 19, 2014

9 UNITED STATES BANKRUPTCY COURT
10 DISTRICT OF NEVADA

11 —ooOoo—

12 In Re:
13 ANTHONY THOMAS and
14 WENDI THOMAS,
15 AT EMERALD, LLC,
16 Debtors.

Case No. BK-N-14-50333-BTB
Case No. BK-N-14-50331-BTB
Chapter 11 Cases

[Jointly Administered]

EX PARTE MOTION TO FILE
EXHIBIT "A" TO DECLARATION OF
ANTHONY THOMAS IN SUPPORT
OF OPPOSITION TO MOTION TO
APPOINT CHAPTER 11 TRUSTEE
UNDER SEAL

18 _____/
19 Debtor, AT EMERALD, LLC, a Nevada limited liability company (hereinafter "AT
20 Emerald" or "Debtor"), by and through its undersigned counsel, Holly E. Estes, Esq., of the
21 Law Offices of Alan R. Smith, hereby files its Ex Parte Motion to File Exhibit "A" To
22 Declaration Of Anthony Thomas In Support Of Opposition To Motion To Appoint Chapter
23 11 Trustee Under Seal ("Motion"). This Motion is made and based upon Federal Rule of
24 Bankruptcy Procedure 9018, Local Rule 9018, the points and authorities set forth below, the
25 Declaration Of Anthony Thomas In Support Motion To Sell Assets Free And Clear Of Liens
26 And Motion to File Purchase and Sale Agreement Under Seal [DE 88] and Declaration of
27 Anthony Thomas In Support Of Ex Parte Motion To Seal And Replace Docket Entries 83,
28

87, And 88 [DE 105], the pleadings and papers on file herein, and such other matters as may be presented at the hearing hereon.

POINTS AND AUTHORITIES

A. Background.

On June 23, 2014, the Debtor filed its Motion To Sell Assets Free And Clear Of Liens And Motion to File Purchase and Sale Agreement Under Seal (the "Sale Motion"). Attached to the Sale Motion as **Exhibit "A"** is a fully executed copy of the Purchase And Sale Agreement (hereinafter the "Agreement"). Under the Agreement, the purchaser agrees to purchase the Emerald for cash, payable at close of escrow. Pursuant to the Agreement, both parties have requested that the purchase price not be disclosed in any public document, but be filed with the Court under seal. Further, the purchaser has requested that its name and the name of its authorized representative not be disclosed in any public document, but be filed with the Court under seal.

This court has entered its Order Granting Ex Parte Motion To File Purchase And Sale Agreement Under Seal [DE 89] wherein the Court granted the Debtor's motion to file the Purchase and Sale Agreement under seal. This court has also entered its Order Granting Ex Parte Motion To Seal And Replace Docket Entries 83, 87, and 88 to remove the purchaser's identity from the pleadings on file on the public docket.

Anthony and Wendi Thomas request that the purchase price remain undisclosed, and the purchaser has requested that its name and the name of its authorized representative not be disclosed in any public document. As set forth in 11 U.S.C. § 107(c), information need not be disclosed if it would create undue risk of unlawful injury to the individual. As stated in Collier on Bankruptcy, ¶ 107.04 (16th ed.),

Section 107(c) gives the court broad discretion to protect an individual with respect to any information, including identifying information, in a paper filed or to be filed with the court to the extent that the court finds that disclosure of the information would create an undue risk of identify theft or unlawful injury to the individual or the individual's property.

...

1 Unlike section 107(b), section 107(c) requires a showing of
 2 cause. It does not require a request to the court; although most
 3 orders under the section will be initiated in that manner, the
 4 court can act *sua sponte*. There is also no requirement that a
 5 request be made by a party in interest. However, the protection
 6 of the subsection extends only to individuals, and only to
 7 prevent injury to the person or property of individuals.

8 In this case, disclosure of the actual purchase price poses a risk to the individual Debtors
 9 Anthony and Wendi Thomas and is not necessary. Further, disclosure of the name of the
 10 purchaser and the name of its authorized representative could poses a risk to the purchaser
 11 and its authorized representative and is not necessary. Debtor will file under seal an non-
 12 redacted copy of Exhibit "A" attached to the Declaration Of Anthony Thomas In Support Of
 13 Opposition To Motion To Appoint Chapter 11 Trustee with the Court.

14 CONCLUSION

15 Accordingly, the actual purchase price and the name of the purchaser have been
 16 redacted from the letter attached to the Declaration Of Anthony Thomas In Support Of
 17 Opposition To Motion To Appoint Chapter 11 Trustee as Exhibit "A", and the Debtor
 18 requests that the purchase price and the purchaser identity remain confidential. It is in the
 19 best interests of the individual Debtors, Anthony and Wendi Thomas, that the purchase price
 20 remain confidential as disclosure of the actual purchase price poses a risk to the individual
 21 Debtors and is not necessary. It is in the best interests of the purchaser and the purchaser's
 22 authorized representative, that their identity remain confidential as disclosure is not
 23 necessary.

24 DATED this 19th day of August, 2014.

25 LAW OFFICES OF ALAN R. SMITH

26 By: /s/ Holly E. Estes
 27 HOLLY E. ESTES, ESQ.
 28 Attorney for Debtors